

The importance of para 5 of ISO 8217

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It is well known that the bunker fuels that cause machinery problems invariably comply with specifications requirements listed in Table 1 or Table 2 of ISO 8217. Under these circumstances, only para 5 of ISO 8217:2005 provided some recourse to the affected part to question the supplier on fuel quality.

A careful reading of the final draft of ISO 8217:2010 gives the clear impression that para 5 will no longer help a fuel buyer. Through deft changes in the wording and through Annex B which apparently helps in precluding "Deleterious Material" in bunker fuel but actually does the opposite.

Let us study this in detail.

ISO 8217:2005 version says "shall not include incorporation of SMALL AMOUNTS of additives". In version the 2010 draft, the "small amount" has been deleted. Does this mean that the supplier is allowed to incorporate large amounts of additives?

ISO 8217:2005 version says "The fuel shall be free from inorganic acids and used lubricating oils"
ISO 8217:2010 draft says "The fuel shall be free from BOTH inorganic acids and used lubricating oils"

Does this mean that the bunker fuel would be considered out of spec only if it contains BOTH inorganic acids and used lubricating oils? This 'BOTH' has been added in new version.

ISO 8217:2010 draft Clause 5.3 says "Marine fuels shall be free from any material that renders the fuel unacceptable for use in marine applications." This has been added. This is going to be a legal nightmare to prove what fuel is unacceptable for use in marine applications. All the fuels used in marine applications are also used in land applications and all marine engines are essentially very similar to the engines in land applications. Prima facie, this appears to be a clause without teeth. What purpose is served by this?

Let us now look at Annex B of the new draft.

This ANNEX is termed as "Informative". However when there is a legal battle between the supplier and the fuel user over the conformance to specifications, the information in the annexes will be cited.

Annex B para C – This statement excuses the supplier of whatever contaminants may be in the fuel since it can be at "varying levels". It also can excuse the supplier on the basis that the contamination can come from "refineries, fuel terminals or other supply facilities".

Annex B PARA D and E give the impression that since there is no standardized approach in testing, all the results and all identification of contaminants should be ignored. This is to say that 1000's of GC's and GCMS in use cannot identify the contaminants in marine fuels, that the whole science of gas chromatography is useless as far as bunker fuels are concerned. How can this be accepted?

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It is true that all labs do not have the same method to identify the contaminants. Some do from headspace; some do through extraction and some do (like Viswa Lab) with direct fuel injection. No one has questioned the veracity of these results. With one single sweep to state that all methods are not standardized and therefore, all the tests carried out on contaminants can be swept away, is unfair and a clear denial of the true picture. Besides, the identification and quantification of contaminants is associated with reporting of damage and problems caused by fuels to ships. In fact, a huge database of empirical data which connects fuels with contaminants to fuel related machinery problems is available to testing labs. Many suppliers have accepted the empirical data and their responsibility for supply of problem (therefore out of spec) fuels.

Labs do carry out detailed analysis at customer's request which include, in addition to ISO 8217, GCMS, FT-IR, SAN, TAN, and Asphaltene etc. This has to cover the whole range of contaminants that have been identified in bunker fuels. Many refineries and many suppliers know about the concoction of bunker fuel which contains waste products from the refinery and supply it to the ship. The responsibility for this cannot be eroded by rejecting chemical analysis and passing the onus on to diverse agencies such as supply facilities, barges, truck deliveries etc.

We are constrained to make the comment that ANNEX B Deleterious material reads like an insurance clause which starts by saying you are covered for every peril and then lists all the exceptions and at the end of the fine print you find that you are covered for nothing.